

TERMS AND CONDITIONS

The **Host Organization** agrees to the Terms and Conditions of the Mitacs Inc. **Program** to which they are applying.

Please select the Program that you are applying for

DEFINITIONS

For the purpose of this Terms and Conditions document, the following terms shall have the meanings described below:

“Academic Institution” means an eligible university, college, or qualifying research institution in Canada or abroad (outside of Canada).

“Academic Supervisor” means a faculty member at a Canadian Academic Institution, or appropriate research staff at a college who will provide supervision to Project(s) and Participant(s).

“Award Letter” means a letter sent to Participants by Mitacs, detailing the funding they will receive (may be titled “Notice of Award”).

“Host Organization” means a non-academic organization in Canada or abroad (outside of Canada) that contributes funds to Project(s) and/or hosts Participant(s).

“International Academic Supervisor” means a faculty member at an Academic Institution abroad (outside of Canada) who will provide supervision to Project(s) and Participant(s).

“Outcome Letter” means a letter of acceptance or notice of approval.

“Participant” means an intern or fellow who participates in Project(s) or any other recipient of an award or travel grant from Mitacs.

“Participant Expectations” means procedures and rules that Participants will follow to succeed as a Program Participant.

“Program” means a Mitacs funded or organized program.

“Project” means an internship, fellowship, travel grant, or award provided through a Mitacs Program.

“Proposal” means an application for funding which describes a Project.

1. PROJECT PARTICIPATION

- 1.1 The Host Organization will supervise the Project based on the approved Proposal and confirms that the information contained therein accurately represents their involvement in the Program.
- 1.2 The Host Organization understands and agrees to the Project plan and its timelines and expectations, as outlined in the approved Project.

- 1.3 The Host Organization agrees to provide supervision, resources, and information to the Participant, as outlined in the approved Proposal.

2. PROPOSAL SUBMISSION

- 2.1 The Host Organization acknowledges that submission of a Proposal constitutes a request for funding and that Mitacs provides funding for the Project at its discretion following a review process that is carried out or approved by Mitacs.

3. PROGRAM RULES AND REQUIREMENTS

- 3.1 The Host Organization will obey federal, provincial, or territorial, municipal, and other applicable laws that govern the Project, including, without limitation, statutes, regulations, by-laws, rules, policies, ordinances, and decrees.
- 3.2 The Host Organization will arrange for the Participant to obtain any additional requirements of the Host Organization, including, but not limited to, security clearance.

4. PERSONAL INFORMATION

- 4.1 The Host Organization understands that, under this application, they have access to personal information about the Participant(s), and agrees not to share the information with any third party (i.e., any party not involved with this application) without written consent from the Participant(s), and will take reasonable precautions to protect said personal information.

5. LIABILITY FOR ACCIDENTS, ILLNESS, OR LOSSES

- 5.1 The Host Organization acknowledges that Mitacs cannot assume liability for accidents, illnesses, or losses that occur during or as a result of the Host Organization's Program participation.
- 5.2 The Host Organization acknowledges that they are responsible for obtaining appropriate insurance coverage during the Project, as required.
- 5.3 The Host Organization agrees to adhere to the Academic Institution's minimum standards and/or policies regarding health, safety, and/or travel requirements.

6. STARTING CONDITIONS

- 6.1 The Project will not begin until the following conditions have been met:
 - 6.1.1 Mitacs's approval of the Proposal and eligibility of Project(s).
 - 6.1.2 Mitacs's receipt of payment from the Host Organization or Academic Institution (if applicable), the signed Ethics form (if applicable), the International Pre-Departure form (if applicable), and any supplementary documents as requested in the Outcome Letter.
 - 6.1.3 Mitacs is notified of the Project start date.

7. IN-PERSON ASSESSMENT

- 7.1 The Host Organization agrees to provide access to the site of Project work (industrial interaction or government office or research site) for an in-person assessment at Mitacs' discretion.
- 7.2 If the Host Organization contribution is held at the Academic Institution under an existing research agreement, the Host Organization will facilitate an amendment that recognizes the Project as an eligible component of the research agreement.

8. CANCELLATION POLICY

- 8.1 The Project requires the active participation of the Participant, Academic Supervisor (if applicable), International Academic Supervisor (if applicable), and Host Organization (if applicable). If all parties agree, a Project may be terminated. Other cancellations must adhere to the rules of the specific Program. Any funds remaining after a cancelled Project must be returned to Mitacs.
- 8.2 The Host Organization acknowledges that if their contribution is not received, it may result in the Project's cancellation.

9. SIGNIFICANT CHANGES

- 9.1 The Host Organization agrees to notify Mitacs, Academic Supervisor (if applicable), International Academic Supervisor (if applicable), immediately upon the occurrence of significant changes to the Participant, the Proposal, or the Project budget (if applicable).

10. INTELLECTUAL PROPERTY

- 10.1 Mitacs does not claim any ownership of Intellectual Property developed through projects that are funded. It is recommended that the participating organizations and institutions undertaking a research collaboration through Mitacs-funded projects come to a mutual understanding on the Intellectual Property implications of the project(s).

11. PUBLICATIONS

- 11.1 The Host Organization will acknowledge Mitacs and its funders in any publications resulting from the Project.

12. DELIVERABLES

- 12.1 The Host Organization will provide the following to Mitacs:
 - 12.1.1 A signature (if applicable) on the final report that is assembled and submitted by the Participant (if applicable).
 - 12.1.2 An exit survey no later than 30 days after the Project ends.

- 12.1.3 Any information required by Mitacs to fulfill the monitoring, reporting, and compliance requirements of its funders.

13. FINANCIAL COMMITMENT

- 13.1 The Host Organization agrees to the financial commitment and invoice schedule (if applicable) for this Project, as detailed in the approved Proposal.

- 13.1.1 Where applicable, Mitacs will invoice the Host Organization upon receipt of the Proposal, in accordance with the Proposal's budget. This invoice is not a guarantee of funding or Proposal approval.

- 13.1.2 Where applicable, payment of the Host Organization's contribution is due upon receipt of the invoice. The contribution must be paid directly to Mitacs in Canadian currency, as outlined in the invoice.

- 13.1.3 In the event that the Host Organization contribution is held at the Academic Institution, the Host Organization will support the transfer of funds to Mitacs.

14. PAYMENT OF PROGRAM AWARD

- 14.1 The Host Organization acknowledges that payment of the Program's financial award (in the form of a research grant) to the Academic Institution can only be made after all of the following conditions are met:

- 14.1.1 Mitacs's approval of the Proposal and eligibility of Projects(s).

- 14.1.2 Mitacs's receipt of payment from the Host Organization.

- 14.1.3 Mitacs's receipt of the signed documents as requested in the Award Letter.

15. PRIVACY CONSENT

- 15.1 All personal information collected is subject to privacy legislation and [Mitacs Privacy Policy for Program Participants](#).

- 15.2 All the information supplied in this application will be made available to Mitacs staff responsible for managing the application, for activities including identifying appropriate peer reviewers, administering and monitoring awards, compiling statistics, and evaluating the Program.